

**BY-LAWS OF THE
RESIDENTIAL DESIGN REVIEW COMMITTEE
VILLAGE OF CREEKSIDE PARK
THE WOODLANDS TOWNSHIP**

PREAMBLE

These Bylaws are adopted to establish procedures for the conduct and operation of the Residential Design Review Committee ("RDRC") for the Village of Creekside Park with Woodlands Covenants, within The Woodlands Township (the "Township") in a manner which is not inconsistent with the conduct and operation of all other RDRC's within The Township and in accordance with the Texas Open Meetings Open Records Act.

**ARTICLE ONE
ORGANIZATION**

1.01 CREATION. The RDRC was created under the authority of Section 9.02 of Covenants, Restrictions, Easements, Charges and Liens of The Woodlands, recorded in film code 908-01-1585 in the Real Property Records of Montgomery County, Texas ("The Woodlands Covenants"). In the event of any conflict between The Woodlands Covenants and these Bylaws, The Woodlands Covenants shall control. Capitalized terms not defined in these Bylaws have the meanings given in The Woodlands Covenants.

1.02 RDRC MEMBERS. The RDRC shall consist of five (5) persons. If no candidate is duly elected to one or more positions, the RDRC shall consist of the number of candidates duly elected, but in no event less than three (3) persons. If less than three (3) persons are elected by members of the Village, the business of that Village will be conducted by the Development Standards Committee ("DSC").

1.03 TERM. RDRC members shall be elected for a term of one year, commencing on the date of the first regular meeting of the RDRC following the annual election of The Township, Board of Directors.

1.04 OFFICERS.

- a. The RDRC shall elect a Chairman and Vice Chairman not later than the third meeting following the commencement of the term.
- b. The Chairman shall preside at all meetings of the RDRC. In the absence or inability of the Chairman, the Vice Chairman shall preside. In the absence or inability of the Chairman and the Vice Chairman, a chairman pro tem selected by the RDRC members in attendance shall preside.

The Chairman shall preside as the moderator and the parliamentarian for all Committee Meetings. If any Committee Member objects to a decision by the Chairman in performing this role, such decisions may be overturned by a majority vote of the Committee.

- c. The Chairman and Vice Chairman will serve as RDRC delegates to meetings with the DSC, and on any coordinating committee established for RDRC's in The Township.

Neither the Chairman nor any other member of an RDRC is authorized to speak on behalf of the Committee unless the Committee has so authorized such persons to do so.

1.05 COMPENSATION. No person shall receive compensation for serving on the RDRC, unless same is approved by the board of directors of the Township.

1.06 REMOVAL. Removal of an RDRC member from office shall be mandatory and automatic in the following circumstances:

- a. when the RDRC member no longer meets the qualifications of a candidate for membership on the RDRC (see section 5.02 below),

- b. when an RDRC member has unexcused absences from either
 - i) three (3) consecutive regular meetings, or
 - ii) four (4) of any six consecutive regular meetings.
 - iii) an excused absence may be granted only by a majority vote of an RDRC committee quorum.
- c. or upon receipt of a resignation notice from the member.

ARTICLE TWO **VACANCIES**

- 2.01 ELECTION VACANCY.** If a vacancy occurs in a position because no candidate was duly elected to the position, the position will remain vacant until the next annual election.
- 2.02 OTHER VACANCY.** Any other vacancy on the RDRC shall be filled within sixty (60) days from the date it becomes vacant by appointment by a majority of the remaining members of the RDRC. The person appointed to fill the vacancy shall serve for the remainder of the unexpired term.
- 2.03 NOTIFICATION.** On at least one occasion preceding the meeting at which the appointment will take place, notification of a vacancy shall be given by publication in a newspaper of local circulation or such other publication deemed sufficient by Covenant Administration to provide adequate communication to the residents of The Township.

The person appointed to fill the vacancy shall serve for the remainder of the unexpired term

ARTICLE THREE **POWERS AND DUTIES OF THE RDRC**

- 3.01 DUTIES.** It shall be the duty of the RDRC to:
 - a. review applications for improvements or structures to be made, constructed, or altered upon any lot designated for single family residential use, on which there is a completed residential structure, and
 - b. perform such other duties and functions as may be provided for by The Woodlands Covenants or as have been delegated or assigned to the RDRC by the DSC.
- 3.02 POWERS.** The RDRC shall have such powers as are provided for by The Woodlands Covenants, including the power to:
 - a. approve plans and specifications for improvements to lots with existing single family residential structures. No approval by the RDRC shall be given in violation of any rule, regulation, finding, determination or order promulgated by the DSC, nor shall approval be given in conflict with any permit, authorization or approval issued by the DSC. The RDRC shall not review or approve plans and specifications involving alterations or improvements to lots designated for uses other than single family residential.
 - b. collect fees established by The Township for plan reviews and other services,
 - c. disapprove plans and specifications for the following reasons, among others:
 - i) failure to comply with The Woodlands Covenants,
 - ii) failure to include information requested by DSC or RDRC,
 - iii) failure to comply with any rules, regulations, or standards promulgated by the DSC,
 - iv) objection to the exterior design, appearance or materials of any proposed structure or improvement,
 - v) incompatibility of any proposed structure or improvement or use with existing structures or uses upon other lots in The Woodlands,

- vi) objection to the location on the lot of any proposed structure, or its location with reference to other lots or improvements in The Woodlands,
 - vii) objection to the grading plan for the lot,
 - viii) objection to the design, location or size of parking areas,
 - ix) objection to the color scheme, finish, proportions, architectural style, height, bulk, safety or appropriateness of any proposed structure or improvement, or
 - x) any other matter which, in the judgment of the RDRC would render the proposed structure, improvement or use incompatible with the general plan of improvement of the property or with structures or uses upon other lots in the vicinity.
- d. Empower an agent to enter upon and inspect any single family residential lot and any structures thereon during regular business hours and following reasonable notice, for the purpose of ascertaining whether such lot and any structures thereon are in compliance with The Woodlands Covenants.
- e. Give written notice that any improvement which is in violation of The Woodlands Covenants must be removed or corrected.

ARTICLE FOUR **MEETINGS**

- 4.01 REGULAR MEETINGS.** The RDRC shall hold meetings at least monthly, or more often as may be determined by its members. Meetings shall be open to the public in compliance with the Texas Open Meetings Act. The act of a majority of RDRC members present or participating in accordance with this article at any meeting shall be required for action of the RDRC on any matter before it. "At the discretion of the Chairman, attendees at any meeting may be allowed to speak during the discussion of any agenda item. No member of the public should speak until recognized by the Chairman."
- 4.02 DEADLOCK.** In the event of a deadlock on any action of the RDRC (meaning an inability to reach a majority vote in favor of or against any matter due to an even vote on each side of the proposed action) among a quorum of RDRC members present at a meeting duly called, the action will be considered to have failed or may be tabled, until a future meeting can be duly called with a quorum present that can reconsider and vote on the matter.
- 4.03 SPECIAL MEETINGS.** The Chairman may call a special meeting of the RDRC by giving three (3) days written notice to each RDRC member.
- 4.04 QUORUM.** The presence or participation in accordance with this article of a majority of the RDRC members shall be necessary to transact business.
- 4.05 RECORDS AND MINUTES.** The RDRC shall maintain both minutes and a record of votes.

ARTICLE FIVE **ELECTIONS**

- 5.01 TIME AND MANNER.** The election of RDRC members shall take place on such date and in such manner as shall be in accordance with Section 9.02 of The Woodlands Covenants and the *Election Procedures for The Woodlands Township*.
- 5.02 QUALIFICATIONS OF CANDIDATES.** Any Woodlands Township resident in good standing (as defined in section 7.02 of The Woodlands Covenants) and eighteen (18) years of age or older may become a candidate for the RDRC if the Member owns real property in the Village and resides in the Village.
- 5.03 ELECTION VOTING.** Each resident or owner of property within the Village, who is 18 years of age or older and in good standing as defined in section 7.02 of The Woodlands Covenants is eligible to cast one vote in the election of RDRC members.

- 5.04 BALLOTS.** Prior to each election, the Chairman shall assure that sufficient ballots are prepared for the election. Each candidate for the RDRC shall be listed on the ballot in accordance with the *RDRC Election Procedures*. If a current RDRC member is a candidate for re-election to the RDRC, each such current RDRC member shall be noted on the ballot as an incumbent in the manner prescribed by the Chairman.

ARTICLE SIX

RDRC MEMBER CONDUCT

- 6.01 DISRUPTIVE CONDUCT.** Members' conduct shall not be disruptive to the business of the Committee. RDRC members actions must not at any time become disruptive, be considered hostile or show any threat to any persons present at any of their regularly scheduled meetings.
- 6.02 REMOVAL.** A member may be removed upon written request and a two-thirds vote of committee members voting, whenever, in their judgment, the best interest of the RDRC will be served by doing so. Such proposal shall be voted on at the next duly organized meeting of the RDRC.
- 6.03 ETHICAL CONDUCT.** RDRC members shall at all times conduct themselves in an ethical manner. Membership on the RDRC may not be used for personal gain. Members may not refer to their RDRC position in advertisements or in the daily execution of their profession. Members must abstain from any vote that would pertain to their professional or personal interests and inform the board of their interest in such a vote prior to board discussion or action on the matter. Information obtained as an RDRC member may not be disseminated or otherwise used for personal or professional gain, or in violation of the confidentiality rights of persons having matters under review by the RDRC. Members must follow the same procedures as other residents in securing prior approval for proposed improvements.

ARTICLE SEVEN

AMENDMENTS

- 7.01 AMENDMENT VOTING.** These Bylaws may be amended by a two-thirds vote of all RDRC's within The Township, with each RDRC being entitled to one vote. Each chairman or designee shall cast the vote of their RDRC in accordance with the consensus of the majority of that Village's RDRC members.
- 7.02 NOTICE.** Written notice of the meeting and the proposed changes shall be given to each member of each RDRC in The Woodlands, the President of each Village Association, and The Township, at least ten days prior to the joint meeting of the RDRC's to consider such amendments.

ARTICLE EIGHT

LIABILITY

- 8.01 LIABILITY.** Neither the RDRC nor any RDRC member shall be liable for damage, loss or injury arising out of any act or omission undertaken within the scope of its duties under The Woodlands Covenants, the Residential Development Standards, or these Bylaws, including, without limitation, the approval of plans and specifications.

ARTICLE NINE

INDEMNITY

- 9.01 INDEMNITY.** The RDRC and each member shall be indemnified by The Township for any and all claims, damages, losses or injuries arising out of any act or omission undertaken by the RDRC or any Member within the scope of its respective duties.